

Spare the Air Youth Bidders' Conference Notes

May 6, 2013

Q: Do submitting organization have to propose work in more than one county?

A: The intent is to develop programs that have regional applicability. Proposals that operate in multiple counties will be considered more favorably than those in a single county, but projects originally submitted in only one county may be combined with other submittals to provide programming in multiple counties.

Q: Can grant funding be used for incentives?

A: The funds used for the Spare the Air Youth Program, Congestion Mitigation and Air Quality (CMAQ) funds, cannot be used for incentives (gifts that reward student's behavior). Marketing and outreach materials with no resale value are eligible; a local match could be used to purchase incentives, if desired.

Q: How would the Letters of Interest address costs associated with different implementation levels? For example, if a project could be implemented in three counties for a certain funding level or in nine for considerably more, how should the Letter explain that?

A: Letters can scale activities so that the evaluation panel can select the implementation level that's right for the program. This information can be included in the Letter's budget section.

Q: When will the money be allocated to selected grants and how will they receive the funds?

A: The funding will be available after MTC's Programming and Allocations Committee approves the grant program, currently planned for July 10, 2013. Selected programs will need to enter into contract with Alta Planning + Design. Some funding may be provided at project start to help initiate work.

Q: Could the project propose a mini-grant program to re-allocate the funds?

A: This is not preferred. The Project Team would prefer to have partners brought together prior to project implementation.

Q: Will idling reduction programs, which reduce greenhouse gases but not vehicle miles traveled, be considered?

A: Yes, the purpose of this program is to reduce criteria pollutants from mobile sources.

Q: Is it the program's intent that the projects be focused on transportation-related climate change issues, not energy use?

A: Yes, the Spare the Air Youth Program is specifically intended to reduce transportation-related greenhouse gas emissions.

Q: Can proposals be focused on recreational trips as opposed to commute trips?

A: The Spare the Air Youth Program is focused on greenhouse gas emission reduction through behavior change. While the goal is to reduce the number of commute trips made by SOVs, encouraging the use of alternative transportation (e.g., bicycling) by children and their families can take many forms, including

for recreational purposes, at least initially. Ultimately, however, a proposed program should focus on the reduction of SOV trips for commute trips .

Q: If an organization has interest in applying for multiple projects, should they apply for only one grant? If an organization is eligible to apply for two, should they combine the projects into one Letter of Interest?

A: Organizations can submit any number of Letters. Separate Letters should be submitted for distinct projects.

Q: How should proposers anticipate their involvement in the evaluation process?

A: Applicants should propose a data collection plan as part of the application. Selected projects will meet with Climate Initiatives Program's evaluation consultant to determine appropriate data collection activities and create a data collection schedule for collecting baseline and follow-up data.

Q: Does previous work count as part of a local match?

A: Yes. Please highlight any previous work that will contribute to your project in the Letter.

Q: Are the project selection criteria weighted?

A: No, the evaluation will be qualitative and will help identify opportunities for potential project modifications, especially collaboration between applicants.

Q: Should a detailed budget be included in the Letter of Interest?

A: The Letter only requires a total budget amount. If feasible, however, some budget detail would be useful to include, such as budget options for scalable projects, etc.

Q: Is \$500,000 the maximum award regardless of the number of partners?

A: Yes, this is the maximum award.

Q: Can the requested match be listed as in-kind contribution?

A: Yes.

Q: Will the projects be distributed by need among the nine counties?

A: The evaluation team will seek geographic equity throughout the Bay Area.

Q: Can a proposer submit an idea for a project rather than a detailed proposal?

A: No. A project must include a clear implementation plan.

Q: Can the Family Bicycling Workshops include junior college students?

A: While the Youth Ambassador programs are focused on middle and high school students, the Family Bicycling Workshops should be targeted toward elementary school students.

Q: What contractual obligations are required?

A: Successful applicants will contract with Alta Planning + Design. Commercial General Liability Insurance is required of all proposers and their subconsultants (minimum requirements are attached). Also, because

federal funds are the source of the grants for this program, any awarded contract that includes subcontracting opportunities is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs.

SAMPLE INSURANCE CERTIFICATION

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within ten (10) days of MTC's notice to firm that it is the successful Respondent.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Consultant is a sole proprietor with no employees.
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC and its directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from Consultant's operations.</p>
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, Consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the Consultant and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the Consultant. No contract or agreement between the Consultant and any subcontractor/consultant shall relieve the Consultant of the responsibility for

	providing this Errors & Omissions or Professional Liability coverage for all work performed by the Consultant and any subcontractor/consultant working on behalf of the Consultant on the project.
_____	<u>Property Insurance</u> covering Consultant's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the Consultant shall also be liable for the deductible.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

Notice of Termination: All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of Consultant's contract.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix C*, Indemnification.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC's notice to firm that it is the successful Respondent.

Representative Name
and Title

Name of Authorizing
Official

Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than the closing date for requesting clarifications or exceptions to RFQ provisions. If such objections are not brought to MTC’s attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.